

Robert E. Rice
Idaho State Bar No. 5808
Neal & Uhl, PLLC
1101 W. River Street, Suite 110
P.O. Box 1926
Boise, Idaho 83701
(208)343-5931

U.S. COURTS
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CAMILION G. BORRE
CLERK
77146

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

IN THE MATTER OF:

CASE NO: ⁰¹~~00~~-3591

JESUS C. SUAREZ,

MOTION FOR RELIEF FROM STAY
OR ADEQUATE PROTECTION
AND NOTICE

Debtor.

COMES NOW Countrywide Home Loans, Inc., (Lender), by and through Robert E. Rice, its attorney of record, and pursuant to Bankruptcy Rules 4001 and 9014, who hereby respectfully moves the Court to Modify the 11 U.S.C. Section 362 Stay to permit Lender to foreclose its security interest in the following described real property:

LAND IN HADLEY'S FIRST ADDITION, CITY OF VALE, MALHEUR COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS FOLLOWS: IN BLOCK 3: LOTS 19, 20 AND 21.

STREET ADDRESS: 590 W. Main, Vale, Oregon 97918

In support of said Motion, Lender respectfully represents:

1. Lender is the present holder and beneficiary of a Note and Deed of Trust attached hereto as Exhibits "A & B" and incorporated herein by this reference.
2. There is now due and owing to Lender the principal sum of \$34,109.56 and three (3) post-petition payments for the months of December 2001 through February 2002 in the amount of \$377.00 for each month. There is a total due for delinquent post-petition payments and shortages

of \$1,131.00. Late charges have accrued in the amount of \$41.52 for the months referred to above and continue to accrue at the rate of \$13.84 per month. Additionally the Debtor was in arrears pre-petition for 3 months in the amount of \$1,172.52 for payments and late charges for the months of September 2001 through November 2001. Attorney fees and costs have also been incurred in the amount of \$450.00 for the filing of this motion. The total amount now due to Lender, exclusive of accruing interest is \$36,904.60.

3. That the Claimant alleges and believes that the present fair market value of the property is \$ 58,000.00 based upon Debtor. Thus, there is no equity for the estate in the property herein after deduction of the costs of sale and the debtor's homestead exemption. Lender's rights in the property are or may be impaired because of the debtor's continued possession thereof while in default on payments under the obligation.

4. If Lender is not permitted to foreclose its security interest in the real property described in the Exhibits attached hereto, it will suffer irreparable injury, loss and damage.

WHEREFORE, Lender asks the Court to enter its Order terminating, annulling or otherwise modifying the automatic stay in force in the case as to said property in favor of Lender, authorizing it to take such action as it may deem necessary to enforce its rights in said property according to law. In the event that the order is entered without opposition by debtor or trustee, Lender requests that the 10 day stay pursuant to F.R.B.P. 4001(a)(3) be waived by the Court in the Order for Relief. In the alternative, in the event the Court does not modify the automatic stay as prayed for herein, Lender requests that the Court condition the continued possession and use of said property by Debtors, except upon provision to Lender of adequate protection requiring the cure and continuation of all payments on such obligation and additional security or such relief as deemed adequate by the Court.

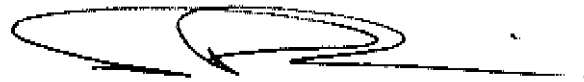
NOTICE OF REQUIREMENTS OF L.B.R. 4001.2(d)(1)

AND 11 U.S.C. 362

L.B.R. 4001.2(d)(1) - YOU ARE HEREBY NOTIFIED that a party in interest may oppose the above motion by filing and serving on the undersigned a written objection thereto at least five (5) days prior to the preliminary hearing. The objection must reasonably identify those matters contained in the motion which are to be at issue, and any other basis for opposition to the motion. It shall be the responsibility of a party opposing the above motion to see that the preliminary hearing required under 11 U.S.C. 362(e), as described below, is set by the calendar clerk of the bankruptcy court with notice of such hearing to the undersigned. 11 U.S.C. 362(e) - YOU ARE FURTHER NOTIFIED that pursuant to 11 U.S.C. 362(e) the stay of 11 U.S.C. 362(a) will vacate thirty three (33) days from the date of service of this motion unless the court, after notice and a preliminary hearing, and within the thirty-three day period, orders the stay continued in effect pending a final hearing and determination under 11 U.S.C. 362(d). You are further notified that in the event an order continuing stay is not entered within thirty-three (33) days from the date this motion is served, that the court may enter an order without further notice to you annulling the stay as requested in this motion. Any hearing must be upon notice to the undersigned and set by the calendar clerk of the Bankruptcy Court.

This Motion is made and based upon the records filed in this action.

DATED this 4 day of March, 2002.



ROBERT E. RICE
Attorney for Lender

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 4 day of March, 2002, I mailed a copy of the foregoing Instrument to;

JESUS C. SUAREZ
590 W. Main St.
Vale, Or 97918

David L. Posey
Attorney at Law
P.O. Box 5
Payette, ID 83661

Richard E. Crawforth
Trustee
2404 Bank Dr. #312
Boise, ID 83705

U.S. Trustee
P.O. Box 110
Boise, Idaho 83701

by depositing a copy thereof in the United States mail, postage fully prepaid, in envelopes addressed to the foregoing address.



ROBERT E. RICE
Attorney for Lender.

Output, Output

590 W. Main
Vale, OR 97918
(If agency address)

1. **BORROWER'S PROMISE TO PAY**
In return for a loan that I have received, I promise to pay U.S. \$34,400.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Orchard Bank, a Division of Household Bank, Inc.
I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**
Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.999%.
The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. **PAYMENTS**
(A) Time and Place of Payments
I will pay principal and interest by making payments every month. I will pay principal and interest on the first day of each month beginning on July 1, 1938. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on June 1, 1938, I still owe money under this Note, I will pay that amount in full on that date, which is called the "Maturity Date." I will make my monthly payments at Orchard Bank, a Division of Household Bank, Inc.

(D) Amount of Monthly Payments
My monthly payment will be in the amount of U.S. \$276.79.

4. **BORROWER'S RIGHT TO PREPAY**
I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.
I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will not all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payments unless the Note Holder agrees in writing to do so.
changes.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower has executed and acknowledges receipt of pages 1 through 3 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

[Signature] (Seal) _____ (Seal)
Borrower

Borrower

Borrower

Borrower

[Sign Original Only]

ALLONGE TO NOTE

Borrower: Jesus Suarez
CHL Loan Number: 7140864

Pay to the order of Countrywide Home Loans, Inc., without recourse.
ORCHARD BANK, A DIVISION OF HOUSEHOLD BANK, F.S.B.

By *Lorene Buckway*
LORENE BUCKWAY
Title: Loan Officer
Date: June 1, 2000

00000000

RETURN TO **FATCO**

Name: Orchard Bank, a Division of Household Bank, fsb

Address: 98 S. Oregon Street
Ontario, OR 97914INSTRUMENT NO. 2000 - 3747
Page 1 of 2 Pages

STATE OF OREGON

County of Malheur

FEE \$51

Inst. No. 2000-3747

I certify that the within instrument of

writing was received for record on

the 31 day of May, 2000

at 2:47 o'clock P.M.

DEBORAH R. DeLONG

County Clerk

Deborah R. DeLong

FATCO + 14323

[Space Above This Line For Recording Date]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on May 24, 2000. The grantor is Jesus Suarez, Individual ("Borrower"). The trustee is First American Title Company ("Trustee"). The beneficiary is Orchard Bank, a Division of Household Bank, fsb, which is organized and existing under the laws of Oregon, and whose address is 98 S. Oregon Street, Ontario, OR 97914 ("Lender"). Borrower owes Lender the principal sum of Thirty Four Thousand Four Hundred and no/100 Dollars (U.S. \$34,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Malheur County, Oregon:

Land in HADLEY'S FIRST ADDITION, City of Vale, Malheur County, Oregon, according to the Official Plat thereof, as follows: In Block 3; Lots 19, 20 and 21.

which has the address of 590 W. Main, Vale, OR 97918 ("Property Address"):

OREGON - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

ITEM 1971.1 (7/06)

(Page 1 of 7 pages)

Form 3038 9/90

GREATLAND ®

To Order Call: 1-800-330-9793 or Fax 616-791-1131

EXHIBIT B

lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may claim priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "standard coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval if that Lender requires. The insurance carrier providing the insurance described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All receipts for insurance premiums shall be acceptable to Lender and shall be submitted to Lender by Borrower.

which shall not be unreasonably withheld. If Borrower fails to maintain such insurance, Lender, at its option, shall obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7. All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and of paid premiums and renewal notices by Borrower. Lender, Lender may make proof of loss if and when deemed properly by Borrower. Insurance proceeds shall be applied to restoration or repair of the Property or otherwise as directed in writing. Lender's security in and interest in the Property shall not be impaired by the loss of or failure to obtain such insurance.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not impaired, if the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

[illegible]

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by ceasing the action or proceeding in the Property or other a ruling that, in Lender's good faith determination, precludes forfeiture of the borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If the Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any taxes secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and costs on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any action taken under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest from the date of the action taken.

Any amount disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower regarding payment.

2. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums.

to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one confirmed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may involve any remedies provided by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Accelerate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reimbursement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which there would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument shall remain unchanged. Upon reimbursement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Rule of Master Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer involved in a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower knows, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as such in hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-INGRUIT COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in page 1 hereof, of the Security Instrument, and to any rider(s) executed by Borrower and recorded with it.

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

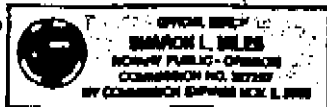
Witness:

Witness:

STATE OF OREGON, Multnomah County ss.

This instrument was acknowledged before me on May 24, 2003,
by Janet Starnes, Individual.

Notarial Seal



Sharon L. Starnes
Notary Public for Oregon

My Commission expires: 11-8-03

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by the Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and in recovery, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: